

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**

***CONTRACT FOR THE***  
***PARKS AND RECREATION DEPARTMENT***

**PROJECT MANUAL:**  
**GRASS CUTTING & TRIMMING**  
**REMOVAL OF LEAVES**  
**MULCHING AND PRUNING OF SHRUBS**  
***(46 Locations)***  
***INVITATION FOR BID #10-34***

**JANUARY 2010**  
**Setti D. Warren, Mayor**

# CITY OF NEWTON, MASSACHUSETTS

**PURCHASING DEPARTMENT**  
**[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)**  
**Fax (617) 796-1227**

February 4, 2010

## **ADDENDUM #2**

### **INVITATION FOR BID #10-34**

#### **ANNUAL – GRASS CUTTING & TRIMMING, REMOVAL OF LEAVES, MULCHING AND PRUNING OF SHRUBS**

**THIS ADDENDUM IS TO: Answer the following Questions:**

Q1. Do we need to have union workers?

**A1. No.**

Q2. Do we need sq footage for each location, and if so are you able to give us the square footage for each place?

**A2. Square Footage, under this contract, is only used for Item #46 - Newton North High School and is provided, all other sites are based on a fixed cost per individual mowing per site. The square footage for Newton North High School is approximate and will be measured once the site construction is complete.**

All other terms and conditions of this bid remain unchanged

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM**

Thank you.



Re Cappoli  
*Chief Procurement Officer*

# CITY OF NEWTON, MASSACHUSETTS

## PURCHASING DEPARTMENT

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Fax (617) 796-1227

February 1, 2010

### ADDENDUM #1 INVITATION FOR BID #10-34

#### **ANNUAL – GRASS CUTTING & TRIMMING, REMOVAL OF LEAVES, MULCHING AND PRUNING OF SHRUBS**

THIS ADDENDUM IS TO: **Answer the following Questions from Pre-bid Meeting.**

Q1. Hours of Operation?

**A1. Please refer to page 41, section 4, paragraph a.**

Q2. How about the sites with 11 cuts?

**A2. The quantities are based on our present fiscal year grass-mowing contract. Grass mowing has not been a problem at these sites.**

Q3. How do you deal with clumping?

**A3. Angier is a compacted site - every 3 weeks is not a problem, frequencies can be changed in accordance with the terms and conditions of this IFB/Contract. Clumping, if it occurs, will be dealt with it on an individual basis. If the contractor notices clumping, they are to call Derek Mannion, Parks & Recreation department to view the site. At that point a determination to re-mow or not re-mow the site will be made. The contractor will be paid for the additional mowing.**

Q4. Which sites are irrigated?

**A4. There are 20 sites irrigated and they are: City Hall (partial), Millenium Park, Newton Main Library, Bowen Park/Bowen School, Burr Park, Cabot Park (partial), Forte Park, Franklin School, Lincoln Warren Playground, Lower Falls Community Center, Nahanton Park, New Cold Springs, Newton Highlands (football field only), Newton South High School, Oak Hill Middle School, Russ Halloran Athletic Complex, Underwood School (partial), Warren House, Weeks Park and Zervas School.**

Q5. Were alternates from last contract done? If so, which ones?

**A5. Alternates 1, 2, & 3 were accepted, however not all sites had the leaves removed last fall. Our expectation is to get the leaves at the remaining sites this spring.**

Q6. Weed blocking is listed in the Scope of Work, is it required under this contract

**A6. No, any reference to weed blocking is hereby deleted from this scope of work.**

Q7. Can we get a copy of the schedule before bids are due?

**A7. YES, see ATTACHMENT - A, sample 3 consecutive wks. of grass mowing schedules.**

Q8. What is the height for grass cutting?

**A8. Two inches (2"), except for girl's field hockey fields, which should be 1.5".**

Q9. Is Leaf Removal at the schools limited to the Athletic fields and immediate grounds?

**A9. Leaf removal shall encompass the entire property.**

INFO ITEM: Newton North High School Line Item

**Line Item #46 – The previous acreage was 10 acres. We have set this line item as a per square foot basis and will be adjusted during the contract term for the actual square footage upon completion of the fields.**

All other terms and conditions of this bid remain unchanged

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM**

Thank you.

A handwritten signature in blue ink, appearing to read "Re Cappoli".

Re Cappoli

*Chief Procurement Officer*

# ATTACHMENT - A

## SAMPLES

### City of Newton - Parks & Recreation Grass Mowing Schedule - Week 6 August 3-8, 2009

MONDAY	LOCATION	DATE MOWED
	NSHS	
	Brown Middle School	
	Oak Hill Middle School	
	Weeks Field	
	New Cold Springs <b>Must be done last on this day</b>	
TUESDAY	LOCATION	
	Newton Centre Park/Mason Rice ( <b>MOW FIRST</b> )	
	City Hall plus Comm Ave section (Walnut St. to 1151 Comm. Ave.)	
	Millenium Park	
	Newton Main Library	
	Burr School ( <b>Please mow on this day</b> )	
	Bowen Park	
WEDNESDAY	LOCATION	
	Cabot Field	
	Solomon Schecter School	
	Newton Highlands	
	Warren Lincoln	
	Nahanton Park	
	Richardson Little League + PLAYGROUND AREA - \$100.03	
	Zervas School	
THURSDAY	LOCATION	
	Bigelow Middle School	
	Burr Park	
	Russ Halloran + Horace Mann	
	FA Day School + Cheesecake Brook	
	Farlow Park + Underwood School	
	Forte Park	
	Pellegrini Park	
FRIDAY	LOCATION	
	Franklin School	
	Carr School	
	Upper Falls Playground	
	Warren House	
	Lower Falls Community Center	
	Lyon's Cove/Auburndale Cove	
	West Newton Common	

**City of Newton - Parks & Recreation  
Grass Mowing Schedule - Week 7  
August 10-15, 2009**

<b>MONDAY</b>	<b>LOCATION</b>	<b>DATE MOWED</b>
	Brown Middle School	
	Oak Hill Middle School	
	Weeks Field	
	Memorial Spaulding School	
	Emerson Community Center	
	Countryside School	
	New Cold Springs <b>Must be done last on this day</b>	
<b>TUESDAY</b>	<b>LOCATION</b>	
	Newton Centre Park/Mason Rice ( <b>MOW FIRST</b> )	
	City Hall plus Comm Ave section (Walnut St. to 1151 Comm. Ave.)	
	Millenium Park	
	Newton Main Library	
	Ed Center	
	Newton Highlands	
<b>WEDNESDAY</b>	<b>LOCATION</b>	
	Cabot Field	
	Bowen Park	
	Old Cold Springs	
	Nahanton Park	
	Angier School	
	Warren Lincoln	
	Pellegrini Park	
<b>THURSDAY</b>	<b>LOCATION</b>	
	Russ Halloran + Horace Mann	
	Lincoln Eliot/Boyd Park	
	Burr Park	
	Forte Park	
	Hunnewell Park	
	Lyon's Cove/Auburndale Cove	
<b>FRIDAY</b>	<b>LOCATION</b>	
	Warren House	
	Lower Falls Community Center	
	Peirce School	
	Williams School	
	Davis School	
	Ward School	

**City of Newton - Parks & Recreation  
Grass Mowing Schedule - Week 8  
August 12-19, 2009**

<b>MONDAY</b>	<b>LOCATION</b>	<b>DATE MOWED</b>
	<b>NSHS</b>	
	Brown Middle School	
	Oak Hill Middle School	
	Weeks Field	
	<b>New Cold Springs Must be done last on this day</b>	
<b>TUESDAY</b>	<b>LOCATION</b>	
	Newton Centre Park/Mason Rice ( <b>MOW FIRST</b> )	
	City Hall plus Comm Ave section (Walnut St. to 1151 Comm. Ave.)	
	Millenium Park	
	Newton Main Library	
	Burr School ( <b>Please mow on this day</b> )	
	Bowen Park	
<b>WEDNESDAY</b>	<b>LOCATION</b>	
	Cabot Field	
	Solomon Schecter School	
	Newton Highlands	
	<b>Warren Lincoln Mow Field Hockey Field at 1.5"</b>	
	Nahanton Park	
	Richardson Little League + PLAYGROUND AREA - \$100.03	
	Zervas School	
<b>THURSDAY</b>	<b>LOCATION</b>	
	Bigelow Middle School	
	Burr Park	
	Russ Halloran + Horace Mann	
	FA Day School + Cheesecake Brook	
	Farlow Park + Underwood School	
	<b>Forte Park Mow Field Hockey Field at 1.5"</b>	
<b>FRIDAY</b>	<b>LOCATION</b>	
	Franklin School	
	Carr School	
	Upper Falls Playground	
	Warren House	
	Lower Falls Community Center	
	Lyon's Cove/Auburndale Cove	
	West Newton Common	

# CITY OF NEWTON

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**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID #10-34**

The City of Newton invites sealed bids from Contractors for:

**GRASS CUTTING & TRIMMING, REMOVAL OF LEAVES, MULCHING, & PRUNING OF SHRUBS  
(46 Locations)**

**Pre-bid Conference: 10:00 a.m., January 28, 2010**

**Bid Opening: 10:00 a.m., February 11, 2010**

Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459.

The general scope of this contract shall consist of grass cutting and trimming, removal of leaves, mulching and pruning of shrubs at forty six (46) sites throughout the City. Work shall also include removal of all debris including, all downed limbs, obvious large weeds in mulch beds, and removal of litter from mulch beds including areas that are to be cut and trimmed before they are cut and trimmed, as well as the removal and legal disposal of all debris generated in performance of the work.

Contract Documents will be available on line at: [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) or for pickup at the Purchasing Department after **10:00 a.m., January 21, 2010**. There will be no charge for contract documents.

All bids must be accompanied by a bid surety in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates.

All bids are subject to the provisions of M.G.L. Chapter 30B. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a Labor and Materials Payment Bond each in the amount of 50% of the contract total.

Award will be made to the lowest responsive and responsible bidder.

The contract term shall extend from **July 1, 2010 through June 30, 2011** with the option, at the City's sole discretion, to extend for 2 additional 1 year terms with no change to the contract price and terms and conditions.

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, which is hereby incorporated into the Contract Documents.

**Bids must be submitted with one ORIGINAL and one COPY.**

Some City of Newton bids are available on the City's web site, [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids), Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton's Purchasing Dept. converted to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), otherwise you may view all City of Newton public bids online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.

CITY OF NEWTON

Re Cappoli  
Chief Procurement Officer

January 21, 2010

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be faxed or emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID NUMBER #10-34**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 By bidding on this project each Bidder certifies its intent to comply with the City of Newton Minority/Women Business Enterprise Plan dated December 1999 to further expand business opportunities for minority firms. A copy of this plan is incorporated in the Project Manual.
- 3.2 Bidders are advised that the City of Newton Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all construction contracts in excess of \$50,000.00. A copy of this program is incorporated in the Project Manual. A Contractor's Certification form must be signed by all successful low bidders prior to a condition of contract award. No contract shall be executed or valid unless the contractor has executed and submitted the Contractor's Certification. (see Attachment B to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)
- 3.3 The awarded bidder shall, prior to the award of any sub-contract, obtain from each of its sub-contractors the Sub-Contractors Certification certifying the Sub-Contractor shall comply with the minority manpower ratio and specific affirmative action steps described in the Supplemental Equal Employment Opportunity Anti-Discrimination and

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 4.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.
- 4.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.7 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR:
  - \* NAME OF PROJECT AND INVITATION NUMBER
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.8 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.9 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.10 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

#### ARTICLE 5 - ALTERNATES

5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.

- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.

- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

#### **END OF INSTRUCTION TO BIDDERS**

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**BID FORM #10-34**

- A. The undersigned, having familiarized himself/herself with all local conditions affecting the cost of work agrees to provide all labor, materials, and equipment required to perform the services specified in the documents included in the Project Manual entitled:

**GRASS CUTTING & TRIMMING, REMOVAL OF LEAVES, MULCHING, & PRUNING OF SHRUBS  
(46 Locations)**

For the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s), \_\_\_\_\_,
- C. The proposed contract price is as follows per the attached Price Schedules:

<b>BASE BID (Grass Mowing &amp; Trim)</b>	\$ _____
<b>ALTERNATE 1 (Leaf removal)</b>	\$ _____
<b>ALTERNATE 2 (Mulching)</b>	\$ _____
<b>ALTERNATE 3 (Pruning)</b>	\$ _____
 Option 1 – Total for Mulching	 \$ _____
Option 2 – Total for Pruning	\$ _____

**COMPANY:** \_\_\_\_\_

The quantities shown are estimates only. The City reserves the right to adjust quantities in accordance with its actual requirements during the contract term. Any necessary adjustments to the contract price will be made in accordance with the unit prices bid above and in accordance with M.G.L. c.30B, s13, the increase (in quantity) does not exceed 25 percent of the total contract price.

- D. The undersigned has completed and submits herewith the following documents:
- ☐ Bid Form, 2 pages
  - ☐ Price Schedules, 5 pages
  - ☐ Bidder's Qualification Form and References, 2 pages
  - ☐ 5% Bid Surety
- E. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of

labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone)

/ \_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

**PRICING SCHEDULE**  
**Grass Mowing & Trimming, Leaf Removal, Mulching & Shrub Pruning**  
**BASE BID: GRASS MOWING AND TRIMMING**

Price schedule for the grass mowing and trimming of forty-six (46) specific areas of public property within the City of Newton, as specified below. Prior to commencing work, the Contractor shall remove all debris, fallen tree and shrub limbs and litter from the areas that are to be cut and trimmed. The cost of removing debris, if any, should be included in the unit price.

Locations	Cost Per Cut	Number of Cuts Per Year		Cost Per Year
1. City Hall excluding Millennium Park	\$ _____	X	24	= \$ _____
2. Millennium Park at City Hall	\$ _____	X	24	= \$ _____
3. Ed Center	\$ _____	X	11	= \$ _____
4. Newton Main Library	\$ _____	X	24	= \$ _____
5. Angier School	\$ _____	X	11	= \$ _____
6. Bigelow Middle School	\$ _____	X	11	= \$ _____
7. Bowen School + Bowen Park	\$ _____	X	24	= \$ _____
8. Boyd Park + Lincoln-Eliot School	\$ _____	X	11	= \$ _____
9. Brown Middle School	\$ _____	X	24	= \$ _____
10. Burr Park	\$ _____	X	24	= \$ _____
11. Burr School	\$ _____	X	11	= \$ _____
12. Cabot Park & Cabot School	\$ _____	X	24	= \$ _____
13. Carr School	\$ _____	X	11	= \$ _____
14. Countryside School	\$ _____	X	11	= \$ _____
15. Davis School	\$ _____	X	11	= \$ _____
16. Emerson Community Center	\$ _____	X	11	= \$ _____
17. F.A. Day School	\$ _____	X	11	= \$ _____
<i>(including Cheesecake Brook - #16 Albemarle Road – #480 Albemarle Road)</i>				
18. Farlow Park + Underwood School	\$ _____	X	11	= \$ _____
19. Forte Park	\$ _____	X	24	= \$ _____
20. Franklin School	\$ _____	X	17	= \$ _____
21. Hunnewell Park	\$ _____	X	11	= \$ _____
22. Lincoln Warren Playground	\$ _____	X	24	= \$ _____
23. Lower Falls Community Center	\$ _____	X	24	= \$ _____
24. Lyons Cove & Auburndale Cove	\$ _____	X	20	= \$ _____
25. Memorial Spaulding School	\$ _____	X	11	= \$ _____
26. Nahanton Park soccer field only	\$ _____	X	24	= \$ _____
<i>(located on Winchester Street)</i>				
27. New Cold Spring	\$ _____	X	24	= \$ _____
28. Newton Centre Park + Mason Rice School	\$ _____	X	24	= \$ _____
29. Newton Highlands	\$ _____	X	24	= \$ _____
30. Newton South High School	\$ _____	X	11	= \$ _____
<i>(does not include athletic field areas)</i>				
31. Newton South High School	\$ _____	X	24	= \$ _____
<i>(athletic field areas only)</i>				
32. Oak Hill Middle School	\$ _____	X	24	= \$ _____
33. Old Cold Spring	\$ _____	X	11	= \$ _____
34. Peirce School	\$ _____	X	11	= \$ _____
35. Pellegrini Park	\$ _____	X	11	= \$ _____
36. Richardson Playground	\$ _____	X	11	= \$ _____
37. Russ Halloran Athletic Complex	\$ _____	X	24	= \$ _____
<i>+ Horace Mann Elementary School</i>				
38. Solomon Schecter School	\$ _____	X	11	= \$ _____
39. Upper Falls Playground	\$ _____	X	17	= \$ _____
40. Ward School	\$ _____	X	17	= \$ _____
41. Warren House	\$ _____	X	24	= \$ _____
42. Weeks Park	\$ _____	X	24	= \$ _____
43. West Newton Common	\$ _____	X	17	= \$ _____
44. Williams School	\$ _____	X	11	= \$ _____
45. Zervas School	\$ _____	X	11	= \$ _____

Location	Cost Per Sq. Ft.	Number of Sq. Ft.	Cost Per Cut	Number of Cuts Per Year	Cost Per Year
46. Newton North High School	\$ _____	X 435,600	= \$ _____	X 24	= \$ _____
<i>(under construction)</i>					

**TOTAL: BASE BID (Grass Mowing & Trimming)** = \$ \_\_\_\_\_

*All totals must be placed in paragraph "C" of the Bid Form.*

**PRICING SCHEDULE**  
**Grass Mowing & Trimming, Leaf Removal, Mulching & Shrub Pruning**

**ALTERNATE ONE: LEAF REMOVAL**

Price schedule for the removal of leaves at twenty-six (26) specific areas of public property within the City of Newton, as specified below. Prior to commencing work, the Contractor shall remove all debris, fallen tree and shrub limbs and litter from the areas. The cost of removing debris, if any, should be included in the unit price.

<b>Locations</b>	<b>Cost Per Cut</b>	<b>Number of Cuts Per Year</b>		<b>Cost Per Year</b>
1. City Hall excluding Millennium Park	\$ _____	X	1	= \$ _____
2. Millennium Park at City Hall	\$ _____	X	1	= \$ _____
3. Ed Center	\$ _____	X	1	= \$ _____
4. Newton Main Library	\$ _____	X	1	= \$ _____
5. Angier School	\$ _____	X	1	= \$ _____
6. Bigelow Middle School	\$ _____	X	1	= \$ _____
7. Bowen School	\$ _____	X	1	= \$ _____
8. Brown Middle School	\$ _____	X	1	= \$ _____
9. Burr School	\$ _____	X	1	= \$ _____
10. Cabot School	\$ _____	X	1	= \$ _____
11. Carr School	\$ _____	X	1	= \$ _____
12. Countryside School	\$ _____	X	1	= \$ _____
13. F.A. Day School	\$ _____	X	1	= \$ _____
14. Franklin School	\$ _____	X	1	= \$ _____
15. Horace Mann Middle School	\$ _____	X	1	= \$ _____
16. Lincoln-Eliot School	\$ _____	X	1	= \$ _____
17. Mason Rice School	\$ _____	X	1	= \$ _____
18. Memorial Spaulding School	\$ _____	X	1	= \$ _____
19. Newton North High School	\$ _____	X	1	= \$ _____
20. Newton South High School	\$ _____	X	1	= \$ _____
21. Oak Hill Middle School	\$ _____	X	1	= \$ _____
22. Peirce School	\$ _____	X	1	= \$ _____
23. Underwood School	\$ _____	X	1	= \$ _____
24. Ward School	\$ _____	X	1	= \$ _____
25. Williams School	\$ _____	X	1	= \$ _____
26. Zervas School	\$ _____	X	1	= \$ _____
<b>TOTAL: ALTERNATE #1 (Leaf Removal)</b>				= \$ _____

*All totals must be placed in paragraph "C" of the Bid Form.*



**PRICING SCHEDULE**  
**Grass Mowing & Trimming, Leaf Removal, Mulching & Shrub Pruning**

**ALTERNATE TWO: MULCHING**

Price schedule for the mulching of four (4) specific areas of public property within the City of Newton, as specified below. Prior to commencing work, the Contractor shall remove all debris, fallen tree and shrub limbs and litter from the areas that are to be mulched. The cost of removing debris, if any, should be included in the unit price.

Locations	Cost Per Mulching	Mulching Per Year		Cost Per Year
1. City Hall excluding Millennium Park	\$_____	X	1	= \$_____
2. Millennium Park at City Hall	\$_____	X	1	= \$_____
3. Ed Center	\$_____	X	1	= \$_____
4. Newton Main Library	\$_____	X	1	= \$_____
<b>TOTAL: ALTERNATE #2 (Mulching)</b>				= \$_____

*All totals must be placed in paragraph "C" of the Bid Form.*

**PRICING SCHEDULE**  
**Grass Mowing & Trimming, Leaf Removal, Mulching & Shrub Pruning**

**ALTERNATE THREE: PRUNING**

Price schedule for the pruning of twenty-six (26) specific areas of public property within the City of Newton, as specified below. Prior to commencing work, the Contractor shall remove all debris, fallen tree and shrub limbs and litter from the areas that are to be pruned. Contractor is responsible for the pruning of shrubs and bushes on the entire site and the removal and disposal of debris from the entire site. This pruning service will be done once a year.

<b>Locations</b>	<b>Cost Per Pruning</b>	<b>Pruning Per Year</b>		<b>Cost Per Year</b>
1. City Hall excluding Millennium Park	\$ _____	X	1	= \$ _____
2. Millennium Park at City Hall	\$ _____	X	1	= \$ _____
3. Ed Center	\$ _____	X	1	= \$ _____
4. Newton Main Library	\$ _____	X	1	= \$ _____
5. Angier School	\$ _____	X	1	= \$ _____
6. Bigelow Middle School	\$ _____	X	1	= \$ _____
7. Bowen School + Bowen Park	\$ _____	X	1	= \$ _____
8. Brown Middle School	\$ _____	X	1	= \$ _____
9. Burr School	\$ _____	X	1	= \$ _____
10. Cabot School	\$ _____	X	1	= \$ _____
11. Carr School	\$ _____	X	1	= \$ _____
12. Countryside School	\$ _____	X	1	= \$ _____
13. F.A. Day School	\$ _____	X	1	= \$ _____
14. Franklin School	\$ _____	X	1	= \$ _____
15. Horace Mann Middle School	\$ _____	X	1	= \$ _____
16. Lincoln-Eliot School	\$ _____	X	1	= \$ _____
17. Mason Rice School	\$ _____	X	1	= \$ _____
18. Memorial Spaulding School	\$ _____	X	1	= \$ _____
19. Newton North High School	\$ _____	X	1	= \$ _____
20. Newton South High School	\$ _____	X	1	= \$ _____
21. Oak Hill Middle School	\$ _____	X	1	= \$ _____
22. Peirce School	\$ _____	X	1	= \$ _____
23. Underwood School	\$ _____	X	1	= \$ _____
24. Ward School	\$ _____	X	1	= \$ _____
25. Williams School	\$ _____	X	1	= \$ _____
26. Zervas School	\$ _____	X	1	= \$ _____
<b>TOTAL: ALTERNATE #3 (Pruning)</b>				= \$ _____

*Totals for the Base Bid, Alternate #1, 2, & 3 as well as Option 1 & 2 must be placed in Paragraph "C" of the Bid Form.*

**PRICING SCHEDULE**  
**Grass Mowing & Trimming, Leaf Removal, Mulching & Shrub Pruning**

**OPTION ONE: MULCHING**

1. The City of Newton requests an additional cost for the installation of mulch on a per cubic yard basis for sites that are not included in the regularly scheduled work or locations under the Contract.
2. The estimated number of additional cubic yards of annual mulching under Option One will be 1,000 cubic yards.
3. The cost shall include the site preparation and the cost of the mulch as specified on Page 5 & 6 of the scope of work.
4. The price per cubic yard should include the cost of all labor, installation, equipment, weed block fabric and disposal of any debris.

Unit Price Per Cubic Yard: \$\_\_\_\_\_ X 1,000 Cubic Yards = \$\_\_\_\_\_

**Totals for the Base Bid, Alternate #1, 2, & 3 as well as Option 1 & 2 must be placed in Paragraph “C” of the Bid Form.**

**OPTION TWO: HOURLY PRUNING OF SHRUBS**

1. The City requests an hourly rate for additional pruning at sites that are not included in the regularly scheduled work or locations under this Contract.
2. The estimated number of additional hours of annual pruning under Option Two will be 40 hours. A per hour cost should, therefore, be based on an estimate of 40 hours.
3. The price per hour should include the cost of all labor, equipment and disposal of debris.
4. Additional hourly pruning work, if any, shall be scheduled upon request by the Commissioner in consultation with the Contractor. The Commissioner shall prepare an estimate as to the number of hours required for pruning at each particular site for which pruning is requested. The Contractor shall agree to the estimated number of hours and the scope of any pruning to be performed prior to commencement of hourly pruning work.

Unit Price Per Hour \$\_\_\_\_\_ X 40 HOURS = \$\_\_\_\_\_

**Totals for the Base Bid, Alternate #1, 2, & 3 as well as Option 1 & 2 must be placed in Paragraph “C” of the Bid Form.**

END OF PRICE SCHEDULE

**CITY OF NEWTON**  
**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? ☒ YES ☐ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- \* 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
☐ YES ☐ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? ☐ YES ☐ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? ☐ YES ☐ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? ☐ YES ☐ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? ☐ YES ☐ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal.**

# CITY - CONTRACTOR AGREEMENT

## CONTRACT NO. C-

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Ten by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

**GRASS CUTTING & TRIMMING, LEAF REMOVAL, MULCHING, AND SHRUB PRUNING SERVICES  
(46 Locations)**

The City accepts, and the scope of work shall include, the following Alternates: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents that are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For **Bid #10-34** issued by the Purchasing Department;
- c. The Project Manual for Grass Cutting & Trimming, Leaf Removal, Mulching and Pruning Services including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Equal Opportunity/Affirmative Action Requirements;
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The initial term of this contract will be for one year, from **July 1, 2010 through June 30, 2011**. The City of Newton shall have the option, at its sole discretion, to renew the contract for up to two (2) additional one (1) year terms with no change in the contract conditions or bid prices. The exercise of each renewal option shall be further subject to the availability of funding.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Parks and Recreation Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.



**XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
*Chief Procurement Officer*

Date \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

By \_\_\_\_\_  
*Commissioner of Parks & Recreation*

Date \_\_\_\_\_

City funds in the amount of \$ \_\_\_\_\_  
are available in account number  
01602010-52409

Approved as to Legal Form and  
Character

By \_\_\_\_\_  
*Associate City Solicitor*

I further certify that the Mayor is  
authorized to execute contracts and  
approve change orders

Date \_\_\_\_\_

By \_\_\_\_\_  
*Comptroller of Accounts*

**CONTRACT AND BONDS APPROVED**

Date \_\_\_\_\_

By \_\_\_\_\_  
*Setti D. Warren, Mayor*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

## CITY OF NEWTON, MASSACHUSETTS

### PAYMENT BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Oblige, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Oblige, bearing the date of \_\_\_\_\_, 2010, for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## **GENERAL CONDITIONS OF THE CONTRACT FOR NON-TECHNICAL SERVICES**

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

### **1.0 SCOPE OF SERVICES**

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing. In no event shall any increase in services cause the total of payments under this contract to increase by an amount exceeding ten percent (10%) of the contract total.

### **2.0 CONTRACT TERM**

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

### **3.0 EXECUTION**

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

### **4.0 COMPENSATION**

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.
- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

- 4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

## 5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

## 6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

## 7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

## 8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

## 9.0 SUSPENSION OR TERMINATION

- 9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.
- 9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.
- 9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

- 9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.
- 10.0 NOTICE
- Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.
- 11.0 PROTECTION OF PROPERTY
- The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.
- 12.0 INSURANCE REQUIREMENTS
- 12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.
- WORKER'S COMPENSATION
- |                        |   |
|------------------------|---|
| Worker's Compensation: | Per M.G.L. c.. 149, s. 34 and c.. 152 as amended. |
|------------------------|---|
- COMMERCIAL GENERAL LIABILITY
- |                 |  |
|-----------------|--|
| Personal Injury | \$500,000 each occurrence<br>\$1,000,000 aggregate |
| Property Damage | \$500,000 each occurrence<br>\$1,000,000 aggregate |
- VEHICLE LIABILITY
- |                 |  |
|-----------------|--|
| Personal Injury | \$500,000 each person<br>\$1,000,000 aggregate |
| Property Damage | \$300,000                                      |
- 12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.
- 12.3 The Contractor shall not commence the work until proof of compliance with this Section 12.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- 12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.
- 12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 13.0 CONFLICT OF INTEREST
- No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.
- 14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

#### 15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

#### 16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

#### 17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

#### 18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

#### 19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

#### 20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

#### 21.0 SEVERABILITY



In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

**END OF GENERAL CONDITIONS OF CONTRACT**

**CITY OF NEWTON**

**MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN**

**DECEMBER 1, 1999**

**STATEMENT OF POLICY:**

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

David B. Cohen Mayor

CITY OF NEWTON  
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN

DECEMBER 1, 1999

**I. DEFINITIONS:**

**A. Minority Person-** the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

**B. Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) 1 provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

**C. Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

**D. MCAD** - Massachusetts Commission Against Discrimination.

**E. SOMWBA** -- State Office of Minority/Women Business Assistance,

**F. City** - The City of Newton.

**G. Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

**H. MWBE** – Minority or Women Business Enterprise

**II. GOALS:**

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

### **III. SOLICITATION ACTIVITIES:**

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

#### **A. Construction Contracts**

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

#### **B. Contracts for Professional Services**

The City of Newton will send notification of its advertised Request for Proposals to appropriate SOMWBA or City certified firms. Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

#### **C. Procurement of Supplies**

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

### **IV. CONSTRUCTION ACTIVITIES:**

#### **A. Goals**

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

#### **B. Pre-Bid Conference**

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The City will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.



**C. Bid Submission**

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

**D. Contract Execution**

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

**E. Monitoring**

Throughout the duration of the contract, the City of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

**F. Enforcement**

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

**V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:**

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. Thi's responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other City departments.

**THE CITY OF NEWTON, MASSACHUSETTS**  
**SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY**  
**ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors ,in interest, agree as follows:
  1. In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151B) . (See Attachment A)
  2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall. entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, 'Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall. include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A 'purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
- IV.
  1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
  2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.
- V.
  1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee, The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
  2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

3. The Contractor shall prepare manning tables on a quarterly basis.\* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

\* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: *Minority Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**  
The Contractor shall comply with the provisions of Chapter 151B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**  
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.
- XI. **Solicitations for sub-Contracts and for the Procurement of Materials and Equipment**  
In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.
- XII. **Bidders Certification Requirement**
  1. The following certification statement will be inserted in the bid document just above the bidder's signature.  
  

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract



shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.

**XIII. Contractor's Certification**

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

**XIV. Subcontractor's Certification**

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit: to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

**XV. Compliance - Information, Reports and Sanctions**

1. The Contractor will provide all information and reports Required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.
2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct: an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgement of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:
  - (a) The recovery by the administering department from the General Contractor of 1/100 of 11 of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
  - (b) The suspension of any payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
  - (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance with the terms of the City's affirmative action construction contract requirements; OR,



(d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.
4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor have had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

.XIV. **Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

# FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

## IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

## RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

## SEXUAL HARASSMENT

**151B:1,18** The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions: (h) such advances,, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

## COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:  
One Ashburton Place  
Room 601  
Boston, MA 02108  
(617) 727-3990

Springfield office:  
436 Dwight Street  
Suite 315  
Springfield, MA 01103  
(413) 739-2145

## **Attachment B**

### **CITY OF NEWTON**

#### **Contractors Certification**

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

#### CONTRACTOR'S CERTIFICATION

\_\_\_\_\_  
Contractor's Name Certifies that:

it tends to use the following listed construction trades in the work under the contract

\_\_\_\_\_ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

## Attachment C

### CITY OF NEWTON

#### Subcontractors Certification

Prior to the award of any subcontract , regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

#### SUBCONTRACTOR`S CERTIFICATION

\_\_\_\_\_  
Contractor's Name Certifies that:

it tends to use the following listed construction trades in the work under the contract

\_\_\_\_\_ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

**CITY OF NEWTON – PARKS & RECREATION  
SPECIFICATIONS FOR  
GRASS CUTTING & TRIMMING, LEAF REMOVAL, MULCHING  
& PRUNING OF SHRUBS AT 46 LOCATIONS**

1. Introduction

- a. The City of Newton, through the Parks and Recreation Department, intends to award a contract for grass cutting and trimming, removal of leaves, mulching and pruning services at specific areas of public property within the City of Newton.
- b. The general scope of this contract shall consist of grass cutting and trimming, removal of leaves, mulching and pruning of shrubs at forty-six (46) sites throughout the City. Work shall also include removal of all debris including, all downed limbs, obvious large weeds in mulch beds, and removal of litter from mulch beds including areas that are to be cut and trimmed before they are cut and trimmed, as well as the removal and off site legal disposal of all debris generated in performance of the work.
- c. The contract shall also include **Unscheduled Work**, as defined herein, to be performed at the discretion of the City, and at the prices herein established.
- d. If accepted by the City, the contract shall also include the work of Alternate One, leaf removal as provided herein.
- e. If accepted by the City, the contract shall also include the work of Alternate Two, the mulching of existing plant beds only at the sites that are listed herein.
- f. If accepted by the City the contract shall also include the work of Alternate Three, the pruning of shrubs only at the sites that are listed herein.
- g. The initial term of this Contract shall be for one year from July 1, 20010 through June 30, 2011. The City shall have the option, at its sole discretion, to renew for two additional one-year terms, with no change in contract price and terms and conditions.

2. Bidding Information

- a. Bidding on this contract shall be limited to individuals, companies, partnerships and corporations actively engaged in the business of grass cutting or landscape maintenance. In order to be considered eligible for award of this contract, bidders must demonstrate that they have successfully completed contracts similar in scope and nature to that specified herein. Specifically, the contractor must have demonstrated the capabilities to handle multiple sites with weekly service contracts that encompass a minimum of 50 acres. Bidders shall provide information regarding their previous contract experience on the Bidder's Qualification and Reference Form included herein. The intent of this paragraph is to insure that the awarded bidder has the necessary resources to faithfully execute the requirements of this contract. The City reserves the right to waive the previous contract experience requirement if the Bidder, in the City's sole determination, is able to otherwise demonstrate that s/he possesses the resources to insure good faith performance of this contract.
- b. Bidders may be required to demonstrate to the satisfaction of the City as a condition of contract award that they possess vehicles and equipment sufficient for the successful performance of this contract and which substantially meets the specifications as set forth in Section 10, Equipment Requirements.
- c. All bids shall be based on the locations and frequencies set forth on the bid sheets. It is understood that the locations and frequencies stated herein are given solely as a basis for the comparison of the proposals and to establish a contract value. **While the locations and frequencies are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond therewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.**
- d. It is the responsibility of the bidder, before submission of his/her proposal, to familiarize him/herself with the specifications of the Contract, and to investigate in detail the sites at which the proposed work is to take place.



Due to the nature of the work and the variety of mowing conditions that exist, it is strongly recommended that bidders that are not familiar with each of the sites covered by this contract view each site before bidding.

- e. All bids must be accompanied by a bid deposit in an amount not less than five percent (5%) of the combined total of the Base Bid plus Alternate One, Alternate Two and Alternate Three. Said bid deposit may be in the form of a certified or cashier's check or surety bond drawn upon a bank or surety company approved for such transactions in the Commonwealth by the Division of Insurance.

3. Contract Supervision and Administration

- a. The work of this contract shall be carried out under the direction of the Commissioner of Parks and Recreation ("Commissioner" hereafter). In the exercise of all or any of the powers herein granted the Commissioner shall have the authority to delegate all or any part of his/her powers and duties with respect to the supervision and control of this Contract to his/her subordinates and assistants in the employ of the City as he/she may determine.
- b. The Commissioner intends to designate a "Contract Supervisor" from within the subordinates and assistants in the employ of the Parks and Recreation Department. **The Contractor shall be required to contact the Contract Supervisor daily via email as to the scope of work performed at each location. The daily work log is to be received within 24 hours of work completion. In the event the Contractor's or City's computer is not functioning, the daily work log is to be faxed to 617.796.1512. Faxed work logs are to be received within 24 hours of work completion. If daily work logs are not received within 48 hours of work completion, then 5% of the total bill for that work will not be paid.**

4. Hours and Conditions of Work

- a. The Contractor shall work within the following time frames: Monday through Saturday, with the exception of legal holidays. Starting times will vary between the hours of 6:00 AM to 8:00 AM, depending on the time of year. Contractors are not to turn on any machinery prior to 7:00 AM. The period from 6:00 AM to 7:00 AM can be used as a time to clear the area of any debris including downed limbs, litter, and to remove weeds in mulch beds. Determination of a specific starting time is at the discretion of the Commissioner. Any work to be done after 5:00 PM must have prior approval of the Commissioner or his designee. The Contractor will not be paid for lunch.

5. Grass Cutting/Trimming Requirements

- a. The cutting season runs, generally, from May through October of each year, subject to weather conditions. Actual dates for commencement and conclusion of the cutting season shall be at the discretion of the Commissioner.
- b. The number of seasonal mowings prescribed for each area to be cut is shown on the bidding forms. Twenty (20) locations are specified with a frequency of 24 mowings. Twenty one (21) locations are specified with a frequency of 11 mowings. Four (4) locations are specified with a frequency of 17 mowings. One (1) location is specified with a frequency of 20 mowings. **The Commissioner reserves the right to revise the mowing frequency at any site at any time in accordance with actual requirements. It shall be the Contractor's responsibility to schedule resources accordingly to accomplish the required service at all sites.** Within two weeks of commencement of service under this contract, the City shall provide to the Contractor a schedule showing the day of the week mowings will be performed at each site. This schedule will be periodically updated and changed by the City throughout the course of the contract. Failure to adhere to this schedule may result in termination of the contract.
- c. Areas are to be mowed on the days and date provided to the contractor in the schedule. Any mowing performed outside the predetermined schedule will not be paid for without prior request in writing from the contractor to the City and subsequent approval by the City.
- d. The City of Newton has committed to Integrated Pest Management principles and practices, which will be incorporated into this contract. As part of the IPM practices, the contractor shall be required to cut the grass at variable heights during the course of the cutting season. The contractor shall also be required to cut different portions of the same site at different heights during the same cutting. The contractor is required to have equipment that allows for this practice in an efficient manner. The change in cutting requirements is at the discretion of the Commissioner of Parks and Recreation or his/her designee. The Commissioner reserves the right to determine grass-cutting heights for each site and to change the grass cutting height for each site as circumstances may require. The Contractor will be expected to communicate regularly with the Commissioner or

his/her designee regarding the requirements of this paragraph. Other important IPM policies and guidelines are to limit/reduce the amount of pesticides applied to our athletic/school fields. Only state listed and approved pesticides are available for use on our athletic/school fields. These are only for use in an IPM Committee approved situation. The product label for these pesticides is to be followed, including using the lowest labeled rate for the active ingredient. Abutters of the public property pending a pesticide application are to be notified, including proper notification posted at the location. Required notification shall include the Required Entry Interval (REI).

- e. In conjunction with each cutting, the Contractor shall perform trimming of grass that the power mowers are incapable of reaching due to its close proximity to obstructions. Trimming shall be made to the same height as the adjacent cutting to create a uniform appearance. The Contractor shall be required to trim grass normally encountered around trees, shrubs, and other fixed objects, down embankments adjacent to mowed areas and along buildings, fences and other permanent or essential structures and obstructions. However when the grass trimming shall be performed particular care shall be used to prevent any damage to fixed objects along embankments, along fences and other permanent or essential structures or obstructions.
- f. Prior to each cutting at each site, the Contractor shall clean up and dispose off site at the Contractor's expense, all trash, all downed limbs and branches, and foreign matter found on the area to be cut.
- g. The Contractor shall be responsible for the proper disposal of all grass clippings and other debris generated by the Contractor's performance of the grass cutting and trimming work performed pursuant to these specifications. The cost of all such disposal shall be borne by the contractor.
- h. The Contractor shall be required to repair any areas that are damaged by his employees and/or equipment.
- i. The Contractor's work shall be done in a workmanlike manner and the performance thereof shall be to the satisfaction of the Commissioner.
- j. In the event the Contractor fails to perform a scheduled mowing at any site, the City reserves the right to perform the required service with its own personnel or to contract for the required service on the open market at the then prevailing price and to deduct from any moneys due or that thereafter may become due to the Contractor the difference between the unit price per cutting named in the contract for that site and the actual cost thereof to the City.
- k. Mowing and string trimming at all locations shall be done gutter line to gutter line throughout the entire site. All borders, street berms and curb areas are to be mowed and string trimmed including all street and all sidewalk gutter lines.
- l. For the purposes of bidding on the Newton North High School grass mowing & string trimming cost, the contractor shall base the cost per year on a per square foot price. This per square foot cost shall be multiplied by 435,600 square feet (10 acres) to give a cost per cut. Ten acres was the approximate size of the previous grass mowing and string trimming bid. This cost per cut shall be multiplied by 24 mowings per year to give a per year mowing cost. When construction of the natural grass areas has been completed, we will measure the actual number of square feet and multiply by the cost per square foot to get a cost per cut. This cost per cut amount shall be multiplied by 24 to give the actual site mowing and string trimming cost per year. Ten acres is strictly an example to enable the contractor to give a mowing cost per year. The actual measurement may be higher or lower than ten acres.

**EXAMPLE:**

Location	Cost Per Sq. Ft.	Number of Sq. Ft.	Cost Per Cut	Number of Cuts Per Year	Cost Per Year
Newton North High School	\$ <u>.001</u>	X 435,600	= \$ <u>435.60</u>	X 24	= \$ <u>10,454.40</u>

- m. The Contractor shall be advised that the following sites are fertilized by our Department on a regular basis (three to four times per year):

- i. Millennium Park (wall to wall)
- ii. Bowen School and Bowen Park
- iii. Burr Park (athletic field only)
- iv. Cabot School (irrigated and non irrigated athletic fields only)
- v. Forte Park (athletic field only)

- vi. Franklin School (athletic field only)
- vii. Lincoln Warren Playground (wall to wall)
- viii. Lower Falls Community Center (athletic field only)
- ix. Nahanton Park located on Winchester Street (athletic field only)
- x. New Cold Spring (athletic fields only)
- xi. Newton Highlands (football field only)
- xii. Newton North High School (under construction)
- xiii. Newton South High School (athletic fields and surrounding turf)
- xiv. Oak Hill Middle School (wall to wall)
- xv. Russ Halloran Athletic Complex (wall to wall)
- xvi. Warren House (wall to wall)
- xvii. Weeks Playground (wall to wall)
- xviii. Underwood School (school athletic field only)
- xix. Zervas School (wall to wall)

6. Mulching Requirements

- a. All mulch applied, estimated frequency will be one time annually, during this project is to conform to the following specifications:
  - i. **Mulch shall be a uniform blend of shredded bark mulch with a primarily very dark uniform color.**
  - ii. The composition of the shredded bark mulch material shall not exhibit a noticeable degree of any color change characteristics when wet.
  - iii. Insect and disease free of anything that would be harmful to the plants in the area.
  - iv. The shredded bark mulch material shall not have an unpleasant odor to it.
  - v. **Prior to the contractor ordering shredded bark mulch material, the contractor shall submit to the Contract Supervisor, at the contractor's expense, one cubic foot sample of the shredded bark mulch material. The contractor shall not order any delivery of the shredded bark mulch material until the contractor's sample has been inspected and approved by the Contract Supervisor.**
  - vi. If the Contract Supervisor disapproves of the sample submitted by the contractor, then the contractor shall continue at no expense to the City, to obtain other sources of bark mulch material as specified until the contractor's sample of such material, meets with the Contract Supervisor's approval.
- b. Prior to applying mulch the bed is to be cleared of all debris, litter, weeds and undesirable plants and disposed of offsite at the expense of the contractor.
- c. Any existing mulch that is excessively built up around desirable vegetation is to be raked out beyond the drip line of the plant.
- d. **Apply a 1.5 inch layer of mulch (after settlement) throughout the entire bed. Mulch shall not be excessively mounded around any remaining plant material. Mulch shall not come in contact with the trunk or root flare of any trees or other woody vegetation (mulch should be two to three inches from trunks of plants).**
- e. All mulched beds are to have a clearly defined edge and be contoured in a pleasing fashion, as determined by the Contract Supervisor.

7. Pruning Requirements

- a. Pruning, with an estimated frequency of one time annually, shall generally include the reduction of the overall size of the shrub or individual branches, and may include the overall reduction of the sides as well as the top of the shrub, while preserving the integrity of the plants' natural growth habit. Inclusive in this practice would also be the removal of dead, dying, diseased, live interfering, objectionable and weak branches as well as live branches to create more open space.



- b. **All pruning to take place at the twenty-six (26) sites shall conform to Newton's Environmental Guidelines for shrub growth around the schools. There shall be an eighteen (18") inch distance between the building and the plant. The only situation where this guideline shall not be used is where the integrity of the plant's natural growth habit is in jeopardy. It is highly recommended to view all locations to properly familiarize oneself with necessary plant pruning at each location.**
- c. The pruning crew shall consist of horticulturally skilled laborer(s), equipped with the following equipment and tools: 3/4 ton dump truck, telescopic pole saws, hand saws, trimming shears, loppers, hand pruners, rakes, other commonly used pruning tools, and generators or other source of electrical supply for electric pruning equipment, if any. NOTE: The City will not provide electricity for any electrical pruning equipment.
- d. The contractor shall be responsible for the proper disposal of all debris generated by the Contractor's performance of the pruning work performed pursuant to the Scope of Work. The cost of all such disposal shall be borne by the Contractor.
- e. **It is not required, but encouraged that all pruning be supervised by a Massachusetts Certified Arborist or an individual with an equally qualified horticultural certification.**

8. Leaf Removal

- a. All downed leaves are to be removed from each location as designated on the leaf removal site list.
- b. Leaf removal is to be done at the sole discretion of the City. No payment will be authorized to the Contractor for leaves removed not authorized by the City.
- c. Leaf removal will typically take place in the fall of the year but shall take place any time the City orders it be done.
- d. All leaves are to be disposed of off site and are the sole responsibility of the Contractor. The City will not provide a disposal location.

9. Unscheduled Work

- a. From time to time during the term of this contract, the Commissioner may call upon the Contractor to perform work in addition to regularly scheduled work. Such unscheduled work may include grass cuttings made outside of the normal cutting season or in addition to regularly scheduled cuttings. Unscheduled work may also include mulching or pruning in addition to the one-time scheduled mulching or pruning at each site included in the scope of work. Unscheduled work shall not include regular cuttings or pruning that is rescheduled due to inclement weather, equipment problems or for any other reason. The contractor is expected to accommodate the City when these issues arise. Failure of the contractor to complete these cuts may result in termination of the contract.
- b. Unscheduled work in the form of grass cutting shall be compensated at the unit price per cutting shown on the bid forms for the site in question.
- c. Unscheduled work in the form of mulching shall be compensated at the Option One unit price per cubic yard for mulch shown in the price schedule. The City of Newton requests an additional cost for the installation of mulch on a per cubic yard basis for sites that are not included in the regularly scheduled work or locations under the Contract.
- d. Unscheduled work in the form of pruning shall be compensated at the Option Two unit price per hour for pruning shown in the price schedule. The City requests an hourly rate for additional pruning at sites that are not included in the regularly scheduled work or locations under this Contract.

10. Alternates

- a. For Alternate Number One, the bidder shall enter a firm fixed price, on the Price Schedule and in Line "C" of the Bid Form, to perform leaf removal at each of the twenty-six (26) sites listed in Appendix B. Leaf removal will be performed once each fall, on or after a date determined by the Commissioner, generally after the majority of leaves have fallen, the Contractor shall be responsible for transportation and disposal of all leaves removed from the sites. Removal of the leaves shall be at the discretion of the Commissioner or her designee.

- b. For Alternate Number Two, the bidder shall enter a firm fixed price, on the Price Schedule and in Line “C” of Bid Form, to perform mulching of plant beds including tree and shrub beds at the four (4) sites listed in Appendix C.
- c. For Alternate Number Three, the bidder shall enter a firm fixed price, on the Price Schedule and in Line “C” of Bid Form, to perform pruning of shrubs at the twenty-six (26) sites listed in Appendix D.

11. Equipment Requirements

- a. The following equipment and vehicles shall be considered a minimum requirement in order to be considered a responsible bidder under the terms and conditions of these Contract Documents. All gas-powered equipment and vehicles must be five years old or less.
  - One (1) 14 to 16 foot wide mower
  - Two (2) 60-inch hydrostatic rotary riding mowers (or larger)
  - Two (2) 48-inch hydrostatic rotary walk-behind mowers
  - Two (2) 21-inch rotary walk-behind mowers
  - Four (4) gas-powered string trimmers, minimum 25 cc
  - Two (2) gas-powered pruning shears, minimum 25 cc
  - One (1) gas-powered edger, minimum 25 cc
  - One (1) leaf vacuum loader, minimum 30 hp
  - Two (2) back pack style blowers
  - One (1) gas-powered walk-behind blower, minimum 8 hp
  - One (1) 20 yard capacity bark mulch blower, either truck-mounted or tow-behind unit
  - One (1) one-ton heavy duty pickup truck with trailer hitch, with Contractor’s name painted on each side
  - One (1) one-ton dump truck, with Contractor’s name painted on each side
  - One (1) trailer of sufficient size to carry all required equipment
  - Nextel cell phones (2) with “push to talk” capability (one phone for crew foreman and one phone for the owner)
- b. If a particular type or size of equipment used by the Contractor does not perform satisfactorily in specific locations, the Contractor shall provide other equipment that will perform satisfactorily as determined by the Commissioner.
- c. The Contractor shall be required from time to time, to show proof that all of the equipment utilized in the performance of the work under the terms of this Contract, is on a preventative maintenance program and is on a regular routine maintenance schedule. The equipment furnished by the Contractor shall be in good repair and shall be so maintained as to produce clean, sharp cut to the grass at all times. Mower blades shall be sharpened twice a week.
- d. The Contractor's vehicles and equipment shall at all times be clean and in good repair and kept in a sanitary condition. The Contractor shall park his/her vehicles and equipment on the street at all times.
- e. The City reserves the right, prior to the award and during the term of this Contract, to inspect the serviceability of any and all equipment which will be used by the Contractor for work called for in the terms of this Contract. The City reserves the right at any time to order the Contractor to immediately discontinue the use of any equipment which the City at its sole discretion determines to be unsafe or otherwise unfit for use in the performance of this contract.
- f. Storage of equipment is the responsibility of the Contractor.
- g. The Contractor shall make sure that all vehicles are properly licensed according to Massachusetts Motor Vehicle Regulations.
- h. No time shall accrue and no payment shall be made for any time when a vehicle or piece of equipment is not performing its assigned task, regardless of reason.

12. Personnel Requirements

- a. The Contractor shall supply sufficient personnel to perform the work in accordance with the applicable specifications and conditions listed herein. The Contractor shall employ only competent personnel to do the work; and whenever the City shall notify the Contractor in writing, that a person in charge of, or on the work site, is incompetent, unfaithful, disorderly, unsafe, under the influence of liquor and/or drugs, using insolent or improper language, or is otherwise unsatisfactory in any manner, or not employed in accordance with the provisions of this Contract, such persons shall no longer be assigned by the Contractor to perform work called for under the terms of this Contract.
- b. The Contractor shall employ drivers for any of his/her vehicles and equipment who, at all times, possess and carry the necessary valid and applicable commercial vehicle operator's licenses.
- c. The Contractor shall not allow any operator to leave any grass cutting or pruning equipment unattended.
- d. The Contractor shall employ qualified personnel, who, when assigned to a work site, shall dress in suitable work and safety clothing during normal work hours, when performing work at sites.
- e. The Contractor will be notified immediately by the Contract Supervisor, the City Safety Officer, or any other authorized City of Newton personnel if it is found that his employees are in violation of the safety requirements and work shall be ordered stopped until such violations are corrected. All Contractors are required to comply with the Federal/OSHA and State Regulations pertained to grass cutting in the City of Newton.

13. Indemnification

- a. The Contractor acknowledges and agrees that it is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Contract and agrees that it will indemnify, hold harmless and defend the City and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of, or resulting from, the performance of the services to be performed under this Contract, to the extent that any such claim, damage, loss or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and 2) is caused in whole or in part by any negligent or willful act or omission of the Contractor, any of the Contractor's employees or agents, or anyone for whose acts the Contractor may be liable, except to the extent it is caused by a party entitled to indemnification hereunder.

14. Permits

- a. The Contractor and employees must be fully licensed by the appropriate State and Federal agencies. The Contractor shall secure and pay for all permits, bonds, governmental fees and licenses necessary for the proper execution of the required work.

15. Payment

- a. The Contractor shall be paid in accordance with the unit prices as specified in the Contractor's bid within forty-five (45) days of an approved monthly invoice. Payment shall be subject to the City's right to adjust the bill as specified in subparagraph b. of this section. Invoices should be submitted to the Parks & Recreation Department, 70 Crescent Street, Auburndale, MA 02466. The payment of said compensation shall be considered complete and exclusive compensation for services rendered. The City shall not assume any additional costs, such as employment benefits, health benefits, or other reimbursements.
- b. The City reserves the right to adjust the bill for any work not performed or not performed according to these specifications. The City also reserves the right to perform grass cutting and pruning services with its own forces or with other contractors as circumstances may require.
- c. **All invoices for work completed must be received by the City no later than 30 days following the completion of work. The only exception is any invoice for work completed during the month of June. These invoices must be received by no later than the second Friday in July. Failure to provide the proper and correct invoices within this schedule will (at the City's sole discretion) likely result in the City not paying the invoice.**

16. Observance of Laws

- a. The Contractor shall fully comply with all Federal, State, and Local Regulations and Ordinances within the City of Newton.

17. Interpretation of Contract

- a. This Contract is to be interpreted in accordance with the Laws of the Commonwealth of Massachusetts. If any part of this Contract or the Contract documents or their application to any situation shall to any extent be invalidated or contrary to law, the remainder of the Contract and the Contract documents and the application to other situations of any provision found invalid as to any situation, shall not be affected thereby.

18. Availability of Funds

- a. The amount of work to be performed under this Contract is subject to the availability of appropriated funds. If, for any fiscal year of this agreement, sufficient funds to support the continuation of the Contract are not appropriated or otherwise made available, the City shall cancel the Contract.

19. Public Relations

- a. The Contractor and his employees shall at all times conduct themselves in an appropriate manner. If for any reason the Contractor is approached by an individual, they are to refer the individual to Newton's Parks and Recreation Department contract supervisor.
- b. The Contractor is required to **only** work at a location. There are to be no activities other than work activities at a location (lunch is the only exception). Once the work is completed, the Contractor is required to leave the site.

20. Contract Bid

- a. The City reserves the right to accept the total bid price and alternates or a combination of the base bid and alternates. The City also reserves the right to split the contract amongst qualified bidders.

**END OF SCOPE OF WORK SECTION**

**“APPENDIX - A”**  
**WORK SITES AND APPROXIMATE TURF ACREAGE**  
*(Acreage includes only turf)*

<b>WORK SITE</b>		<b>APPROXIMATE ACREAGE</b>
1.	City Hall excluding Millennium Park	4
2.	Millennium Park	2
3.	Ed Center	1
4.	Newton Main Library	1
5.	Angier School	4
6.	Bigelow Middle School	1
7.	Bowen School	4
8.	Boyd Park + Lincoln-Eliot School	5
9.	Brown Middle School	3
10.	Burr Park	2
11.	Burr School	10
12.	Cabot Park and School	10
13.	Carr School	6
14.	Countryside School	3
15.	Davis Park	3
16.	Emerson Community Center	3
17.	F. A. Day Middle School + Cheesecake Brook	3
18.	Farlow Park + Underwood School	5
19.	Forte Park	4
20.	Franklin School	3
21.	Hunnewell Park	6
22.	Lincoln Warren Playground	4
23.	Lower Falls Community Center	4
24.	Lyons Cove & Auburndale Cove	10
25.	Memorial Spaulding School	3
26.	Nahanton Park located on Winchester Street (athletic field only)	3
27.	New Cold Spring	5
28.	Newton Centre + Mason Rice School	15
29.	Newton Highlands	11
30.	Newton North High School	9
31.	Newton South High School	8
32.	Oak Hill Middle School	8
33.	Old Cold Spring	9
34.	Peirce School	3
35.	Pellegrini Park	3
36.	Richardson Playground	3
37.	Russ Halloran Athletic Complex + Horace Mann School	10
38.	Solomon Schecter School	3
39.	Upper Falls Playground	8
40.	Ward School	4
41.	Warren House	5
42.	Weeks Playground	7
43.	West Newton Common	4
44.	Williams School	2
45.	Zervas School	2
<b>APPROXIMATE TURF ACREAGE TOTAL</b>		<b>226 ACRES</b>

**“APPENDIX - B”**

**WORK SITES AND APPROXIMATE LEAF REMOVAL ACREAGE**

*(Acreage includes turf, planting beds, parking lots, playgrounds, tennis courts, underneath bleachers, but does not include building square footage)*

<b>WORK SITE</b>		<b>APPROXIMATE ACREAGE</b>
1.	City Hall excluding Millennium Park	12
2.	Millennium Park at City Hall	2
3.	Ed Center	4
4.	Newton Main Library	4
5.	Angier School	5
6.	Bigelow Middle School	1
7.	Bowen School	4
8.	Boyd Park + Lincoln-Eliot School	6
9.	Brown Middle School	5
10.	Burr School	12
11.	Cabot School	4
12.	Carr School	7
13.	Countryside School	6
14.	Davis School	6
15.	F. A. Day Middle School + Cheesecake Brook	5
16.	Farlow Park + Underwood School	7
17.	Franklin School	4
18.	Memorial Spaulding School	8
19.	Newton Centre + Mason Rice School	20
20.	Newton North High School	12
21.	Newton South High School	15
22.	Oak Hill Middle School	10
23.	Russ Halloran Athletic Complex + Horace Mann School	15
24.	Ward School	7
25.	Williams School	3
26.	Zervas School	4
<b>APPROXIMATE LEAF REMOVAL ACREAGE TOTAL</b>		<b>188 ACRES</b>

**“APPENDIX - C”**  
**WORK SITES REQUIRING MULCHING**

**WORK SITE**

1. City Hall excluding Millennium Park
2. Millennium Park
3. Ed Center
4. Newton Main Library

**“APPENDIX - D”**  
**WORK SITES REQUIRING PRUNING**

**WORK SITE**

1. City Hall excluding Millennium Park
2. Millennium Park
3. Ed Center
4. Newton Main Library
5. Angier School
6. Bigelow Middle School
7. Bowen School
8. Lincoln-Eliot School
9. Brown Middle School
10. Burr School
11. Cabot School
12. Carr School
13. Countryside School
14. F. A. Day Middle School
15. Underwood School
16. Franklin School
17. Memorial Spaulding School
18. Newton Centre + Mason Rice School
19. Newton North High School
20. Newton South High School
21. Oak Hill Middle School
22. Peirce School
23. Horace Mann School
24. Ward School
25. Williams School
26. Zervas School

**“APPENDIX – E”  
ADDRESSES OF GRASS MOWING SITES**

- |  |  |
|--|--|
| 1. City Hall excluding Millennium Park<br>1000 Commonwealth Ave.<br>Newton, MA 02159       | West Newton, MA 02165  |
| 2. Millennium Park at City Hall<br>1000 Commonwealth Ave.<br>Newton, MA 02159              | 16. Emerson Community Center<br>55 Pettee Street<br>N. Upper Falls, MA 02164                                 |
| 3. Educational Center<br>100 Walnut St.<br>Newtonville, MA 02160                           | 17. F. A. Day School + Cheesecake Brook<br>21 Minot Place + Albemarle Road<br>Newtonville, MA 02460          |
| 4. New Main Library<br>Homer Street<br>Newton Centre, MA 02159                             | 18. Farlow Park + Underwood School<br>Church Street + 101 Vernon Street<br>Newton, MA 02158                  |
| 5. Angier School<br>1697 Beacon Street<br>Waban, MA 02168                                  | 19. Forte Park<br>Jasset Street<br>Newton, MA 02158  |
| 6. Bigelow Middle School<br>42 Vernon Street<br>Newton, MA 02158                           | 20. Franklin School<br>125 Derby Street<br>West Newton, MA 02165   |
| 7. Bowen School<br>280 Cypress Street<br>Newton Centre, MA 02159                           | 21. Hunnewell Park<br>Grasmere Street<br>Newton, MA 02158  |
| 8. Boyd Park + Lincoln-Eliot School<br>191 Pearl Street<br>Newton, MA 02158                | 22. Lincoln Warren Playground<br>Montclair Street<br>Waban, MA 02168   |
| 9. Brown Middle School<br>125 Meadowbrook Road<br>Newton Centre, MA 02159                  | 23. Lower Falls Community Center<br>555 Grove Street<br>Auburndale, MA 02166                                 |
| 10. Burr Park<br>144 Park Street<br>Newton, MA 02158                                       | 24. Lyons Cove & Auburndale Cove<br>Comm. Ave. + West Pine Street<br>Auburndale, MA 02166                    |
| 11. Burr School<br>171 Pine Street<br>Auburndale, MA 02166                                 | 25. Memorial Spaulding School<br>250 Brookline Street<br>Newton Centre, MA 02159                             |
| 12. Cabot Park and School<br>229 Cabot Street + East Side Parkway<br>Newtonville, MA 02160 | 26. Nahanton Park<br>Winchester Street<br>N. Highlands, MA 02161   |
| 13. Carr School<br>225 Nevada Street<br>Newtonville, MA 02160                              | 27. New Cold Spring<br>1230 Beacon Street<br>N. Highlands, MA 02160  |
| 14. Countryside School<br>191 Dedham Street<br>N. Highlands, MA 02161                      | 28. Newton Centre Park + Mason Rice School<br>Tyler Terrace + 149 Pleasant Street<br>Newton Centre, MA 02159 |
| 15. Davis School<br>492 Waltham Street   | 29. Newton Highlands<br>10 Winchester Street<br>Newton Highlands, MA 02161                                   |



30. Newton North High School  
360 Lowell Avenue  
Newtonville, MA 02160
31. Newton South High School  
140 Brandeis Road  
Newton Centre, MA 02159
32. Oak Hill School  
130 Wheeler Road  
Newton Centre, MA 02159
33. Old Cold Spring  
Dunckley Street  
N. Highlands, MA 02160
34. Peirce School  
170 Temple Street  
West Newton, MA 02165
35. Pellegrini Park  
11 Hawthorn Street  
Newton, MA 02158
36. Richardson Playground  
Allen Avenue  
Waban, MA 02168
37. Russ Halloran Complex + Horace Mann School  
250 Albemarle Road + 687 Watertown St.  
Newtonville, MA 02160
38. Solomon Schecter Day School  
60 Stein Circle  
Newton, MA 02159
39. Upper Falls Playground  
1115 Chestnut Street  
N. Upper Falls, MA 02164
40. Ward School  
10 Dolphin Road  
Newton Centre, MA 02159
41. Warren House  
1600 Washington Street  
West Newton, MA 02165
42. Weeks Park  
7 Hereward Road  
Newton Centre, MA 02159
43. West Newton Common  
82 Elm Street  
West Newton, MA 02165
44. Williams School  
141 Grove Street  
Auburndale, MA 02166
45. Zervas School  
30 Beethoven Ave.  
Waban, MA 02168

**“APPENDIX – F”**  
**ADDITIONAL SITE INFORMATION**

**Item # 1**

The front of the following grass mowing locations are mowed and maintained (leaf removal, mulching and pruning) by a private contractor: **Lower Falls Community Center, Emerson Community Center and Warren House**. The front portion of these locations **shall not** be the responsibility of the contractor under this contract.

**Item # 2**

There are five major little league fields in the City of Newton. There is an enclosed major little league field at the following locations: **Lyon’s Cove** (Newton West Little League), **Russ Halloran Athletic Complex** (Newton North Little League), **Newton Center Park** (Newton East Little League), **Richardson Park** (Newton South Little League, and **Cabot Park** (Newton Central Little League). These enclosed fields are maintained by the little leagues. These five enclosed little league fields **shall not** be the responsibility of the contractor under this contract. *Each enclosed little league field has a sign designating it as a little league field.*

**Item # 3**

The following grass mowing, leaf removal, mulching and pruning location, City Hall #1 in Appendix E, **is to include the following portion of Commonwealth Avenue**. The section of Commonwealth Avenue from the intersection of Walnut Street and Commonwealth Avenue to 1151 Commonwealth Avenue (near Valentine Street) is to be included in the City Hall grass mowing, leaf removal, mulching and pruning pricing schedule. City Hall including the section of Commonwealth Avenue from Walnut Street to 1151 Commonwealth Avenue (near Valentine Street) shall be mowed 24 times. This section of Commonwealth Avenue is irrigated.

**Item # 4**

There are two exercise courses at the following locations Lyon’s Cove/Auburndale Cove (#24 in Appendix E), New Cold Spring (#27 in Appendix E) and Old Cold Spring (#33 in Appendix E). One exercise course connects Lyon’s Cove to Auburndale Cove and the other exercise course connects New Cold Spring to Old Cold Spring. Any area on either of these exercise courses **shall not** be the responsibility of the contractor under this contract. All other terms and conditions of this bid remain unchanged.